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U.S. DISTRICT COURT
DISTRICT OF WYOMING
2015 AUG 7 AM 11 36
STEPHAN HARRIS, CLERK
CHEYENNE

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

COLORADO HOSPITALITY SERVICE,
INC. D/B/A LARAMIE HOSPITALITY LLC,
RAMADA INN,

Plaintiff,

vs.

ESSEX INSURANCE COMPANY,

Defendant.

Case No. *15-cv-131-S*

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Defendant Essex Insurance Company ("Defendant"), by and through the undersigned counsel, hereby removes the above-captioned action from the District Court of the Second Judicial District for the State of Wyoming, in and for the County of Albany, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, and respectfully states to this Court the following:

1. On or about June 23, 2015, Plaintiff Colorado Hospitality Service, Inc. d/b/a Laramie Hospitality, LLC, Ramada Inn ("Plaintiff") filed a *Complaint* in the District Court of the Second Judicial District for the State of Wyoming, in and for the County of Albany, styled *Colorado Hospitality Service, Inc. d/b/a Laramie Hospitality LLC, Ramada Inn v. Essex Insurance Company*, Civil No. 33509. A copy of the *Complaint* is attached hereto as Exhibit A.

2. Concurrently with the filing of the *Complaint*, Plaintiff also filed an *Entry of Appearance* of its counsel, a *Jury Demand*, and a *Praeceptum to Issue Summons*. Copies of those documents are attached hereto as Exhibit B, Exhibit C, and Exhibit D, respectively. Plaintiff also submitted a *Civil Cover Sheet*, which is attached hereto as Exhibit E.

3. On the same day, the Clerk of the Court issued a *Summons* to the Defendant. A Copy of the *Summons* is attached hereto as Exhibit F.

4. In its *Complaint*, Plaintiff attempts to state three causes of action: (1) Breach of Contract; (2) Breach of the Implied Covenant of Good Faith and Fair Dealing; and (3) Unreasonable Refusal to Timely Pay Insurance Benefits. Plaintiff's claims arise from an insurance claim for hail damage to real property. *See* Exhibit A.

5. This case is properly removed to this Court pursuant to 28 U.S.C. § 1441 because Defendant has satisfied the procedural requirements for removal and this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332.

6. On July 8, 2015, Defendant was served with the *Summons* and *Complaint* through service on the Insurance Commissioner for the State of Wyoming. Thus, Defendant has filed this Notice of Removal within 30 days of its receipt, through service or otherwise, of a copy of the

Complaint and this Notice of Removal is therefore timely filed pursuant to 28 U.S.C. § 1446(b). A copy of the *Affidavit of Service* filed in the state court is attached hereto as Exhibit G.

7. Pursuant to 28 U.S.C. § 1446(a) and District of Wyoming Local Civil Rule 81.1, a copy of the entire state court record, including all process, pleadings, and orders, is attached hereto, comprised of the various exhibits. The docket sheet is attached hereto as Exhibit H.

8. The District Court of the Second Judicial District for the State of Wyoming, in and for the County of Albany, is located in the District of Wyoming. Thus, venue is proper in this Court pursuant to 28 U.S.C. § 128(b) because it is the “district and division embracing the place where such action is pending.” *See* 28 U.S.C. § 1441(a).

9. No previous application has been made for the relief requested herein.

10. No further proceedings have been had in the state court action.

11. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon counsel for the Plaintiff and notification of said removal is being filed with the Clerk of the District Court of the Second Judicial District, Albany County, Wyoming. A copy of the Notification of Removal from State Court to Federal Court is attached hereto as exhibit I.

12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because this is a civil action between citizens of different states in which the amount in controversy exceeds the sum of \$75,000, exclusive of costs and interest.

13. Plaintiff alleges that it is a “Colorado corporation with its principal place of business at 10 E. 120th Ave., Northglenn, CO, 80233.” *See* Exhibit A, ¶ 1. Defendant Essex Insurance Company is a corporation organized under the laws of the State of Delaware, with its

principal place of business at 4521 Highwoods Parkway, Glen Allen, VA 23060. Therefore, complete diversity exists between the parties.

14. Plaintiff's *Complaint* alleges that Defendant's independent adjuster estimated the amount of loss to be \$191,343.30, and that Plaintiff's public adjuster estimated the amount of loss to be \$1,147,813.60, a difference of \$956,470.30. *See* Exhibit A, ¶¶ 19–21. Plaintiff's *Civil Cover Sheet* states that the amount in controversy is \$1,147,813.60. *See* Exhibit E. Therefore, the amount in controversy exceeds \$75,000.

WHEREFORE, Defendant respectfully removes this action from the District Court of the Second Judicial District for the State of Wyoming, in and for the County of Albany, bearing Civil No. 33509, to this Court, pursuant to 28 U.S.C. § 1441.

DATED this 6th day of August, 2015.

CAREY PERKINS LLP

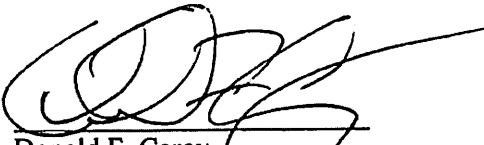
By: 

Donald F. Carey, of the Firm
Attorneys for Essex Insurance Company

Certificate of Service

I hereby certify that on the 6th day of August, 2015, I sent the foregoing via overnight FedEx to the following persons:

Marie E. Drake
The Drake Law Firm, P.C.
marie@thedrakelawfirm.com


Donald F. Carey